

AGREEMENT

This Agreement is made and entered this 13th day of November, 2017, by and between the Fox Chapel Area School District ("the District") and Gene Freeman, Ed. D. ("Dr. Freeman" or "District Superintendent").

WHEREAS, the District at a duly called meeting of the Board of School Directors ("Board") on the 13th day of November, 2017, did re-elect Dr. Freeman to the office of District Superintendent of the Fox Chapel Area School District in accordance with the Public School Code, and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and have reduced the terms and conditions to writing.

NOW, THEREFORE, intending to be legally bound hereby the parties agree as follows:

TERM OF EMPLOYMENT

1. The District does hereby employ Dr. Freeman to serve as District Superintendent for a term of five (5) years commencing on July 1, 2018, and ending no later than June 30, 2023.
2. This Agreement shall terminate on June 30, 2023 unless allowed to renew automatically pursuant to Section 1073(b) of the Public School Code of 1949. However, it is mutually agreed that if the Board does not intend to retain Dr. Freeman beyond the stated term, it shall provide Dr. Freeman with written notice no later than June 1, 2022.

COMPENSATION

3. **Salary.** The initial annual salary for the period from July 1, 2018, until June 30, 2019, shall be equal to his current annual salary of \$216,511.00, plus an annual salary increase based on Dr. Freeman's 2017-18 performance evaluation, which will be determined in accordance with general terms and conditions in paragraph 4, Annual Increases. Payment of this salary shall be made in equal installments in accordance with District policy or practice governing twelve (12) month employees.
4. **Annual Increases.** On July 1st of each subsequent year this Agreement is in effect, Dr. Freeman will be eligible to receive annual salary increases in accordance with general terms and conditions below:

Annual increases shall be based upon a performance evaluation of “Proficient” or “Distinguished” as determined by the Board. The evaluation instrument will be developed by the Board. Evaluation shall contain the following performance ratings: Distinguished, Proficient, Needs Improvement, and Failing.

Annual increases will be based on the Act 1 Index set by the Commonwealth of Pennsylvania and the U.S. Department of Labor and Industry, Consumer Price Index (CPI) for April 1st for the US City Average and determined by the District Superintendent’s level of performance. The following chart will illustrate how the increases will be awarded and added to the base salary.

Consumer Price Index	Proficient	Distinguished
2%	3%	3.4%
3%	3%	3.4%
4%	3%	3.4%
5%	3.4%	4.0%
6%	3.4%	4.5%

5. **Goals - 403(b)/457 Contribution.** Beginning July 1, 2018, and July 1st of each subsequent year this Agreement is in effect, Dr. Freeman shall be eligible to receive a 403(b) contribution not to exceed ten thousand (\$10,000.00) dollars. Each such contribution shall be based upon the Board’s determination that Dr. Freeman has successfully completed Board established goals in the areas of Budget and Finance, Student Achievement and Communications for the preceding school year. The specific goal or goals in each identified area will be set by the Board at the time of Dr. Freeman’s annual evaluation. If Dr. Freeman chooses, he may elect a cash payment to be deposited into a 457 account.
6. For all purposes under this Agreement, Dr. Freeman will pay any third-party administrator participant fees not reimbursed by 403(b) or 457 vendors and shall be responsible for the tax consequences of any election made by him.
7. **403(b) Contribution.** The District shall contribute \$1.00 for every \$2.00 contributed into a 403(b) Plan chosen by Dr. Freeman. The maximum Board contribution any school year shall not exceed \$6,000.
8. **Per Diem.** Dr. Freeman’s per diem shall be based upon a 245-day year. Paid vacation days shall be considered part of the 245 days.
9. **Vacation Days.** In addition to all established District holidays for members of the Administrative Compensation and Performance Appraisal Agreement (Act 93 Plan), Dr. Freeman shall receive thirty-five (35) days of vacation for each school year during the term of this Agreement. Unused vacation days shall be reimbursed at the end of each fiscal year at the per diem rate of the annual salary in effect.

10. **Sick Days.** Dr. Freeman shall receive twelve (12) sick days for each school year during the term of this Agreement. Unused sick days shall be cumulative.
11. **Limited Leave Days.** Dr. Freeman shall receive three (3) limited leave days for each school year during the term of this agreement at full rate of pay for absence during school hours. At the conclusion of each year, unused limited leave days will be converted to sick days and will be permitted to accumulate as sick days.
12. **Bereavement.** The subject of absences on account of death in the immediate family and death of a near relative is not made part of this Agreement because the terms and conditions shall continue to be those mandated by the Pennsylvania School Code. As additional terms, not mandated by the statute, it is agreed that:
 - a. Five (5) days leave shall be allowed when death occurs to spouse, child, parent, step-parent or any person with whom Dr. Freeman has made a home and is still residing therein.
 - b. Three (3) days leave shall be allowed when death occurs to sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-brother, step-sister, step-child, half-brother, half-sister, grandparent, or grandchild, except as hereafter provided.
 - c. When a near relative dies, Dr. Freeman shall receive one (1) day of leave, except as hereafter provided. Near relatives include first cousin, aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.
13. **Leave of Absence.** Dr. Freeman may request and shall be entitled to take leaves of absence in accordance with the general terms and conditions applicable to members of the Act 93 Plan as set forth in District policies and regulations then in effect.
14. **Health, Dental and Vision Insurance Benefits.** Dr. Freeman shall be entitled to participate in the District's health care, dental and vision plans provided to members of the Act 93 Plan. The District Superintendent shall contribute toward the cost of these benefits according to the Act 93 Plan.

The District will cover the entire cost of the Dental and Vision insurance.

Dr. Freeman may elect to take a cash payment in lieu of the insurance coverage as follows:

Health Care Insurance	\$2,500 per full year of uncovered service
Dental Insurance	\$ 100 per full year of uncovered service

The parties to this Agreement agree that this provision shall be amended to be consistent with any changes to the contribution for health, dental, and vision insurance provisions set forth for members of the Act 93 Plan.

15. **Life Insurance/403(b)/457.** During his employment with the District, the District shall make all premium payments associated with a term life policy providing a death benefit in amount equal to \$1,100 of insurance for each \$1,000 of his basic salary to the nearest \$1,000 of the basic salary plus \$25,000. This policy shall be issued by the District's current program provider. In addition, the District will provide Dr. Freeman with a maximum of two thousand (\$2,000) dollars annually for a life insurance policy or as a contribution to a 403(b)/457 Plan, at the election of Dr. Freeman. Dr. Freeman may annually review and change his election.
16. **Flexible Benefits.** In addition to any salary increase, a scheduled sum of money shall be made available to Dr. Freeman on a performance basis to be applied toward the choice of such programs as tuition payment, expanded life accident/health/disability insurance, 403(b)/457 Plan, professional dues, etc. Any contributions shall be as follows:

Total Performance Rating	Amount of Flex Benefits
2.6-3.0	\$3,500
3.1-3.5	\$4,300
3.6-4.0	\$5,100
4.1-4.5	\$5,900

17. **Disability Insurance.** Dr. Freeman shall be provided, with the District bearing the cost, long-term disability insurance that has benefits in the amount of six-thousand (\$6,000.00) dollars per month with a maximum period payable until the age of 65.

In the event that, during the term of the Agreement, Dr. Freeman becomes entitled to disability retirement under the Public School Employees' Retirement System, in addition to the compensation to which he is entitled under paragraph 36 of the Agreement, Dr. Freeman shall be entitled to continuation, until the age of 65, of payment of the premium of the term life insurance policy providing a death benefit in equal to Dr. Freeman's annual salary.

18. **Accidental Death and Dismemberment Insurance.** During his employment with the District, the District shall make all premium payments associated with a term life policy providing a death benefit (dependent on basic salary in effect at the time of death) equal to \$1,100 of insurance for each \$1,000 of basic salary to the nearest \$1,000 of the basic salary plus \$25,000.
19. **Travel/Certain Expenses.** Dr. Freeman shall be reimbursed for travel related expenses, including mileage, in accordance with existing District policies, including Policy 331, and Internal Revenue Service rules and regulations.

The duties of the District Superintendent may require the presence of Dr. Freeman at meetings, conventions, and conferences in order that he may maintain awareness of current programs, problems, and information. His attendance at seminars, work-shops, in-service programs, school activities, and graduate education programs may be necessary to maintain the knowledge and skills required of his position. The District shall pay or provide reimbursement to Dr. Freeman for such activities in accordance with existing District policies or procedures or as may be agreed upon by the Board and Dr. Freeman. Approval of the Board is required for any and all such activities.

20. **Tuition Reimbursement.** Dr. Freeman will be eligible for tuition reimbursement for any course work that is related to education, administration, educational leadership, or his job duties and responsibilities. Up to twelve (12) graduate credits will be paid in full each fiscal year. Additional credits earned beyond the twelve (12) (within the same fiscal year) will be reimbursed in full a year after the course(s) are completed in accordance with current grade requirements for reimbursement.
21. **Professional Memberships.** During the term of this Agreement, the District shall pay the annual membership dues and fees for Dr. Freeman for up to five (5) professional organizations.
22. All compensation and benefits are set forth exclusively in this Agreement.

PROFESSIONAL QUALIFICATIONS

23. **Qualifications.** Dr. Freeman covenants that he possesses all of the qualifications required by law to serve as a Public School District Superintendent in the Commonwealth of Pennsylvania, and that he will maintain all required qualifications throughout his term as District Superintendent. Dr. Freeman further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public School Code.

RESPONSIBILITIES OF THE DISTRICT SUPERINTENDENT

24. Dr. Freeman, as the District Superintendent, is responsible for the administration of the schools under the direction of the Board, and in compliance with all the requirements of Board policy and the Public School Code. Dr. Freeman is also responsible for all duties specifically enumerated in the job description on "Appendix A" attached hereto and incorporated herein by reference. Dr. Freeman shall recommend, administer and enforce the policies and programs of the Board. No duties will be performed that conflict with Board policy.
25. Dr. Freeman shall have a seat on the Board and the right to speak on all issues before the Board, but shall not have the right to vote. Dr. Freeman or his designee(s) shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting (at the option of the Board) those executive sessions relating to his own

employment or his performance evaluation, and shall serve as advisor to the Board and its committees in all matters affecting the District, and he will inform the Board as to administrative actions taken on its behalf.

ROLE OF THE SCHOOL BOARD AND THE DISTRICT SUPERINTENDENT

26. The Board has a dual role: To represent the concerns of the citizens, taxpayers, and parents to the school administrators, and to represent the needs of the students and School District to the citizens, taxpayers, and parents of the community. The Board does not operate the District on a day-to-day basis; this is the job of the District Superintendent, who is the District's chief executive officer. Rather, the Board, in consultation with the District Superintendent, sets the policies, goals, and objectives for the District, and holds the District Superintendent responsible for achieving the goals.
27. At any given time, the Board reviews guidelines and policies and has questions concerning their implementation, the Board President will bring those concerns to the District Superintendent. If corrective action concerning guidelines and/or policies is needed, the Board will advise the District Superintendent and give appropriate time measures for the District Superintendent to make corrective action.

EVALUATION AND OBJECTIVE PERFORMANCE STANDARDS AND ASSESSMENT

28. The performance of the District Superintendent shall be assessed against the objective performance standards listed below. The Board and District Superintendent hereby mutually agree to the following performance standards:

Student Growth and Achievement: The District Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board. Annual or other District performance objectives are articulated and clearly achieved under the direction of the District Superintendent relative to PSSA, PVAAS, and other locally determined measures.

Organizational Leadership: The District Superintendent has worked collaboratively with the Board to develop a vision for the District, displays an ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the District.

District Operations and Financial Management: The District Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District.

Communication and Community Relations: The District Superintendent communicates with and effectively engages the staff, the Board, and members of the community, clearly articulating District goals and priorities, addressing local and broader issues affecting the District, and building support for District initiatives, programs and short/long-range plans.

Human Resource Management: The District Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions.

Professionalism: The District Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. The District Superintendent additionally works to individually reflect upon his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

29. The key performance indicators under each objective performance standard will undergo an annual review by the District Superintendent and the Board of School Directors. Modifications may be made by the Board of School Directors to address the current nature of challenges, issues and needs facing the District. The Board shall provide the District Superintendent with periodic opportunities to discuss District Superintendent/Board relationships.
30. In December of the evaluation year, a simple survey will be given to each member of the Board to assess the District Superintendent's progress toward meeting the goals.
31. The Board should determine by/before March 1 of the evaluation year if any issues need to be resolved within the District Superintendent's responsibilities as relating to a less than "proficient" rating. Any evaluation of the District Superintendent by a Board member that is less than "proficient" will be cause for the District Superintendent to request a meeting with said Board member and the Board President, providing the factual evidence to support the Board member's evaluation.
32. The Board shall evaluate the District Superintendent annually in accordance with Public School Code, statutes, regulations and Board policy relating to the District Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. The written performance assessment will be completed no later than June 30th of each year during the term of this Agreement. The District Superintendent's performance related to the objective performance standards will be posted annually on the District's website.

TERMINATION OF EMPLOYMENT

33. Throughout the term of this contract, Dr. Freeman shall be subject to discharge in accordance with and for valid reasons specified in the Public School Code and District policy. In the event Dr. Freeman is so discharged from employment, this contract shall be terminated, with no additional benefits provided.

34. **Severance.** If Dr. Freeman's employment is terminated by mutual agreement of the parties:

- a. two (2) years or more prior to the end of the term of this Agreement, Dr. Freeman shall receive severance compensation that shall not exceed the equivalent of one year's compensation and benefits due under this Agreement.
- b. less than two (2) years prior to the end of the term of this Agreement, Dr. Freeman shall receive severance compensation that shall not exceed the equivalent of fifty (50) percent of one (1) year's compensation and benefits due under this Agreement.

The compensation due under this paragraph shall be payable within thirty (30) days of the termination and execution of any agreed upon compromise or release.

35. **Resignation.** This Agreement may be unilaterally terminated by Dr. Freeman, at any time, provided that he gives written notice to the Board at least ninety (90) days prior to the effective date of resignation. The Board may, at its sole discretion, waive the ninety (90) day notice provision and accept an earlier resignation date. The severance set forth in paragraph 34 shall not be due if the District Superintendent unilaterally terminates this Agreement.

- a. **Sick Days.** Upon resignation and notice to the Board, sick days accrued during service to the District shall be reimbursed as per the Act 93 Plan to be deposited into a 403(b) account with an approved vendor. In the event Dr. Freeman resigns to take a PSERS position elsewhere, sick days to be transferred to the new position shall not be reimbursed by the District.
- b. **Vacation Days.** Upon resignation and notice to the Board, Dr. Freeman shall be eligible for unused vacation pay. Payment shall be at the per diem day rate of the annual salary in effect at the time of resignation to be deposited into a 403(b) account with an approved vendor or cash payment. Unused vacation days, for which Dr. Freeman shall be paid, shall be deemed to have accrued at the rate of 2.9 days per month from July 1st through resignation.

36. **Retirement.**

- a. **Sick Days.** Upon retirement and notice to the Board, sick days accrued during service to the District shall be reimbursed as per the Act 93 Plan.

- b. **Vacation Days.** Upon retirement and notice to the Board, Dr. Freeman shall be eligible for unused vacation pay. Payment shall be at the per diem day rate of the annual salary in effect at the time of retirement to be deposited into a 403(b) account with an approved vendor or a cash payment. Unused vacation days, for which Dr. Freeman shall be paid, shall be deemed to have accrued at the rate of 2.9 days per month from July 1st through resignation.
- c. **Compensation.** In the event that Dr. Freeman provides the Board written notice at least one (1) year prior to the effective date of his retirement, Dr. Freeman shall receive retirement compensation equal to 80% of his then current salary, which will be paid within 1 year of the effective date of his retirement.
- d. **Health, Vision, and Dental Insurance.** The District shall provide for the same level of healthcare insurance (i.e., Individual, Husband/Wife) being provided to Dr. Freeman as of the date of retirement for ten (10) years or until he becomes eligible for a government provided or sponsored plan, whichever occurs first.

After Dr. Freeman is no longer eligible due to age or death, his spouse may continue to participate in the District's healthcare insurance plans, at his/her personal expense until eligible for a government provided or sponsored plan.

Dr. Freeman will be responsible for the monthly contribution toward the cost of health insurance benefits according to the Act 93 Plan in effect.

Dr. Freeman may purchase dental and/or vision insurance through the School District at the current yearly cost of the benefits.

Notice of any premium increase for medical, dental and/or vision coverage will be provided to Dr. Freeman at his last known address in the School District's records.

If a change in School District insurance plans occurs, Dr. Freeman will be notified and required to change insurance plan(s).

Any payment(s) for premiums due from Dr. Freeman shall be paid by the 18th day of the month preceding the month that the premium is due. If the premium is not received in the School District Business Office by the above-stated deadline, the Business Office will contact Dr. Freeman by registered mail to determine if he has chosen to withdraw from the insurance plan(s). If payment is not received within thirty (30) days of the receipt notice, he will no longer be enrolled in the insurance plan(s).

- e. Contribution of the value of all unused sick days, bonuses, and incentives into a Section 403(b) tax sheltered account of the employee's choice up to the amount permissible by law. Any amounts in excess of the shelter limit will be contributed in subsequent tax years up to the amount permissible by law, payable on the first business day of the new tax year.

37. **Death.** In the event of Dr. Freeman's death while employed, any money due under the unused sick, vacation, and severance provisions will be made in accordance with IRS regulations.

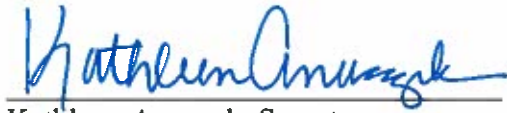
OTHER TERMS AND CONDITIONS

38. In the event that any action is initiated or believed to be initiated against Dr. Freeman, in any court of record, or before any administrative agency, as a result of his actions in the proper performance of his duties and within the scope of his employment, the District shall defend, hold harmless, and indemnify Dr. Freeman from any and all such demands, claims, suits, actions, and legal proceedings brought against him in his capacity as agent and employee of the District and shall provide legal counsel and render all necessary assistance to Dr. Freeman in his defense. If, in the good faith judgment of Dr. Freeman, a conflict exists between the legal position of Dr. Freeman and the legal position of the District in regard to the defense of any such demand, claim, suit, action, or legal proceeding, Dr. Freeman may engage independent counsel, and the District shall reimburse Dr. Freeman for the reasonable expense of such legal defense. It is understood and agreed that the foregoing provisions of this paragraph shall not apply to discharge or removal proceedings initiated by the District. The District's provision of legal counsel and payment of legal costs for Dr. Freeman shall not constitute an admission by the District of its liability for any complained of action by Dr. Freeman.
39. **Outside Work.** Dr. Freeman agrees to devote his full-time attention, energy, skills and labor to his employment as District Superintendent during the term of this agreement. Subject to Board approval, the District Superintendent is permitted to engage in other consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services. In the Board's discretion, these activities shall not interfere with the District Superintendent's duties under this agreement.
40. **Savings Clause.** Should any term or specific clause of this Agreement be declared in violation of federal or state law, such term or clause shall be null and void, however the remainder of the agreement shall remain in full force.
41. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.
42. **Headings and Titles.** Section headings and titles contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
43. **Joint Draft.** This Agreement has been the subject of mutual negotiations between the parties with both parties having consulted, or having the opportunity to consult counsel. This Agreement shall be construed to have been jointly drafted by the parties.

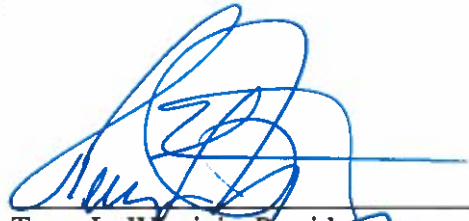
44. **Modification of Agreement.** This Agreement shall not be modified except in writing signed by Dr. Freeman and approved by the Board, and executed by an authorized officer of the Board.
45. **Entire Agreement.** This writing contains the entire agreement between the parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this agreement to be duly executed the day and year first-above written.

Attest:



Kathleen Anuszek, Secretary
Board of School Directors



Terry L. Wirginis, President
Board of School Directors

Witness:



Gene Freeman, Ed.D.
District Superintendent

APPENDIX A

JOB DESCRIPTION – DISTRICT SUPERINTENDENT

Summary

Serve as the Chief Executive Officer of the School District. Provide leadership in developing and maintaining comprehensive educational programs and services that advance the mission of the District. Oversee and administer the use of all District facilities, property, and funds to ensure maximum efficiency. Supervise School District administrative staff.

Duties and Responsibilities

1. Provide educational leadership that offers a quality education for all District students.
2. Administer the school code and all legal requirements pertaining to public education, and the policies and administrative procedures of the School District.
3. Establish annual areas of focus and initiatives adopted by the School Board and move the School District toward the fulfillment of Board-defined goals.
4. Provide input and information to the Board of Directors to assist them in developing policies and in their decision-making.
5. Organize, administer, and supervise all school departments and personnel in order to produce the educational goals established by the School District; coordinate an effective recruitment, hiring and orientation program to attract and retain qualified staff members.
6. Establish and maintain a sound organization, which will provide for all essential functions of the District, recommending proposed organization revisions, selection, appointment, transfer, promotion, reduction or termination of school personnel.
7. Supervise the preparation and presentation of the annual budget; provide overall control of the District's financial activities and take appropriate action to assure that expenses are kept within currently approved budgetary limits.
8. Visit the District schools on a regular basis to monitor the effectiveness of District policies and programs, and attend District-wide events; make recommendations to the Board of Directors regarding their adequacy.
9. Oversee and facilitate all School District construction and renovation projects and act as a liaison to the School Board for all construction matters.
10. Maintain active contact and familiarization with all local, state, and federal programs.
11. Represent the School District at local, state, and national meetings appropriate to the educational program.

12. Assign various administrative tasks to appropriate members of the leadership team and monitor the successful completion of those tasks.
13. Oversee a comprehensive and positive public relations program that promotes the School District in the community.
14. Promote close cooperation between parents, teachers, and other School District staff as well as represent the School Board as a liaison between the School District and community.
15. Perform other duties as assigned by the Board of Directors.